

Exhibit K

FILED

JUN 25 2012

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BY
DEPUTY CLERK

1 John Von Brincken
2 Shelley Von Brincken
3 14738 Wolf Road
4 Grass Valley, California 95949
5 530-268-8777

Without an Attorney in Pro Persona

6
7
8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10 SHELLEY VON BRINCKEN,
11 Plaintiff,

12 vs.

13 GMAC MORTGAGE, MORTGAGE
14 ELECTRONIC REGISTRATION SYSTEM,
15 INC, FEDERAL NATIONAL MORTGAGE
16 ASSOCIATION, THE LAW OFFICES OF
17 PITE DUNCAN, LLP.,

18 Defendants.

Case No.:

212 - CV - 1689 GEB CKD PS

COMPLAINT FOR VIOLATIONS OF
THE FAIR DEBT COLLECTIONS ACT
UNDER 15 U.S.C. §1692

JURISDICTION AND VENUE

19 1. This is an action for damages for violation of the provisions of the Fair Debt Collection
20 Practices Act, 15 U.S.C. § 1692 et seq. The jurisdiction of this court is invoked under 15 U.S.C.
21 § 1692k (d) and 28 U.S.C. §§ 1331, 1337.

23 2. The plaintiff in this action is an individual who resides at 14738 Wolf Road, Grass
24 Valley, California 95949 and who is a citizen of the United States and resident of the State of
25 California.

26 3. Defendants GMAC MORTGAGE, MORTGAGE ELECTRONIC REGISTRATION
27 SYSTEM, INC, FEDERAL NATIONAL MORTGAGE ASSOCIATION, and THE LAW
28

1 OFFICES OF PITE DUNCAN, LLP., business in the State of California, have substantial
2 contacts with the State of California, particularly as relates to the actions and omissions that gave
3 rise to the claims asserted in this complaint, so that it is proper for this court to exercise
4 jurisdiction over these defendants. This defendant may be served with process by serving GMAC
5 MORTGAGE, herein after as "GMAC"; MORTGAGE ELECTRONIC REGISTRATION
6 SYSTEM, INC., herein after as "MERS"; FEDERAL NATIONAL MORTGAGE
7 ASSOCIATION, herein after as "FNMA"; THE LAW OFFICES OF PITE DUNCAN, LLP.,
8 herein after "PITE" and are located at the following address(s), 1100 VIRGINIA DRIVE, FORT
9 WASHINGTON, PA. 19034 (GMAC); 3300 S.W. 34TH AVENUE, SUITE 101, OCALA, FL.
10 34474 (MERS); 3900 WISCONSIN AVE., WASHINGTON, DC 20016 (FNMA); 4375
11 JUTLAND DRIVE, SUITE 200, SAN DIEGO, CA. 92117 (PITE).
12

13
14 4. As more fully explained below, the action involves a debt relating to real property that
15 was made in City of Grass Valley, State of California and is to be performed there. The
16 complaint further alleges that Defendant "PITE", who violated the Act by wanton disregard for
17 settlement offers before and after tender. Actions of this Defendant were intentional and willfully
18 and caused intentionally to delayed the Plaintiff from settling the debt properly; and allowing
19 other third parties to create new debts from the old and forcibly attempting to collect.
20

21 CLAIM FOR RELIEF

22
23 5. Plaintiff is a "consumer" within the meaning of 15 U.S.C. § 1692a (3).

24 6. Defendant(s) are a "debt collector" within the meaning of 15 U.S.C. § 1692a (6).

25 7. On January 6, 2012 Trustee for the Plaintiff, wrote to defendant(s) (GMAC) and (FNMA)
26 whereby requesting an offer in compromise and a request to enter into a composition agreement
27
28

1 regarding a debt related to real property of Plaintiff to which has now gone dormant and
2 unaddressed marked as Exhibit "1".

3 8. On April 5, 2012 Plaintiff notified Defendants and additionally requested estoppel and
4 authorization to negotiate the debt attached as Exhibit "2".
5

6 9. On or about April 9th Plaintiff notified the Defendant(s) regarding security of payment for
7 the debt. Defendant(s) have compromised further communication with plaintiff. The letter is
8 attached to this complaint and incorporated by reference in it as Exhibit "3."
9

10 10. The following day on April 10, 2012, Defendants responded to the communication sent
11 the previous day increasing the amount of the debt owed as a Non-Refundable deposit for the
12 Defendant to even communicate or negotiate settlement with Plaintiff which is unconscionable
13 and overreaching, further, unreasonable. Affixed hereto as Exhibit "4"
14

15 11. On April 10, 2012, plaintiff received a correspondence from defendant stating that
16 defendant demanded payment of a specified debt allegedly owing to defendant "FNMA" in
17 essence is a violation of 28 U.S.C. §1692f(7) the same day as above.

18 12. On October 18, 2010, defendant (PITE) initially contacted plaintiff in connection with a
19 debt owed to (FNMA) which violates 28 U.S.C. §1692g. During this initial contact, defendant
20 did not supply plaintiff with the information required by 15 U.S.C. § 1692g.
21

22 13. Plaintiff has paid the debt by administrative setoff prior to levy of property connected to
23 the monetary obligation "consumer debt". See Exhibit "5" attached and incorporated hereto for
24 convenience of the parties.

25 14. More than Ninety (90) days have passed since this initial communication.

26 15. Defendant(s) have not, as of yet, supplied plaintiff with a written notice containing the
27 information required by 15 U.S.C. § 1692g.
28

1 16. Defendant's violations of this statute have caused plaintiff to suffer actual damages in the
2 amount of \$440,000.00...

3 17. Plaintiff also claims additional damages in the amount of \$10,000.00 times three one fine
4 per party.
5

6 **PRAYER**

7 Plaintiff demands judgment against defendant as follows:

- 8 A. Actual damages in the sum of \$440,000.00, together with interest.
9
10 B. Additional damages in the sum of \$40,000.00.
11
12 C. Costs of this action and attorney's fees.
13
14 D. Any other relief that may be just.

15 Date: 6/25/2012

16 ~~Respectfully Submitted,~~

17 Shelley Von Brincken
18 14738 Wolf Road
19 Grass Valley, California 95949
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VERIFICATION

I, SHELLEY C VON BRINCKEN, am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 6/25/2012

Respectfully Submitted

Shelley Von Brincken
14738 Wolf Road
Grass Valley, California 95949

[EXHIBIT] No. 1

HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC

From: HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC
P.O. BOX 330-279
BROOKLYN, NY 11233
347-413-8193

Date: 1/6/2012

To: GMAC MORTGAGE, LLC
1100 VIRGINIA DRIVE
FORT WASHINGTON, PA. 19034

Re: Offer to Compromise and Enter into Composition Agreement

Loan No.: [REDACTED] 7759

Property Address: 14738 WOLF ROAD, GRASS VALLEY, CA. 95949

Dear Lender/Servicer:

In the interests of bringing the case of a defaulted mortgage obligation to a speedy and just conclusion, I have been authorized to administrate all financial affairs for the borrower as they relate to real property of SHELLEY VON BRINCKEN and further to make a proposed settlement offer to your company to settle and satisfy the account for closure. Please, consult with your officers, directors, investors, assigns that Borrower wishes to give a settlement offer of full consideration to any party deemed to prove appropriate. Please do not hesitate to contact my office with your response within fourteen (14) days from receipt of this letter.

HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC is a creditor of SHELLEY VON BRINCKEN in the amount of \$220,000.00 by reason of a certain assignment between the parties delivered to the Borrower.

Because Borrowers have represented that they are insolvent and unable to pay in full this amount and debts due to other creditors, HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC offers to accept a reasonable percent of the above-mentioned indebtedness in full settlement and satisfaction of the indebtedness, provided that this offer is expressly conditioned upon the agreement being entered into with GMAC MORTGAGE, LLC dealing with a certain mortgage loan comprising one hundred percent of the total amount of debt owed by debtor.

This offer shall remain open until February 5th 2012, the date specified below for acceptance of this offer, to permit SHELLEY VON BRINCKEN to obtain similar agreements from other creditors and to make the payment stated within this offer. The Borrower may accept this offer by making the specified payment to HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC and providing proof of acceptance of this settlement by other creditors at a meeting with HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC and GMAC MORTGAGE, LLC o/b/o MORTGAGECLOSE.COM, INC. and CALIFORNIA LAND TITLE COMPANY OF NV COUNTY to be held at the company's discretion.

This letter is in good faith effort to resolve the dispute privately without litigation.

As administrator for the borrower SHELLEY VON BRINCKEN, I urge you to take this proposal of intent to make a settlement offer to satisfy any obligations or liabilities the borrower may have to your Company for a ledgering account; in the spirit in which it is offered.

I will look forward to your affirmative response.

Very truly yours,

Dennis J Huelbig Jr., Agent for Borrowers
Duly Authorized Administrator

[EXHIBIT] No. 2

HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC

Mail Tracking No.: 7010 0290 0000 4251 3893

April 5, 2012

REQUEST FOR MORTGAGE LOAN ESTOPPEL AND AUTHORIZATION

From: HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC
o/b/o SHELLEY VON BRINCKEN
P.O. BOX 330279
BROOKLYN, NY 11233

To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
o/b/o FEDERAL NATIONAL MORTGAGE ASSOCIATION
2255 NORTH ONTARIO STREET, SUITE 400
BURBANK, CA. 91504

RE: Loan Number: [REDACTED] 7759

Secured Property Address: 14738 WOLF ROAD, GRASS VALLEY, CA. 95949

Borrower's Social Security Number: [REDACTED] 3837

Please let this serve as a formal written request pursuant to California Codes of Civil Procedure Section 760.020, for an estoppel letter setting forth the payoff and reinstatement amount for the unpaid principal balance (including late fees, charges, and other miscellaneous fees), interest due, and the per diem rate for the above-referenced mortgage loan. Please forward the estoppel letter by mail or telefacsimile to the following address and or fax number:

HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC.
AGENT DENNIS HUELBIG for Borrowers
P.O. BOX 330279
BROOKLYN, NY 11233
347-413-8193
321-445-5422

We also authorize the lender to discuss any aspect of this loan with any employee or agent of the above-referenced title company, including, but not limited to:

Thank you for your prompt attention to this matter.

Sincerely,

HDPC ACQUISITION & SETTLEMENT INITIATIVE, LLC
AGENT DENNIS HUELBIG

Enclosures:

Cc: HDPC BANK & TRUST CO., 219 Thomas S. Boyland St., Suite 3R, Brooklyn, NY 11233

Cc: FEDERAL NATIONAL MORTGAGE ASSOCIATION; 3900 WISCONSIN AVE. NW WASHINGTON, DC 20016

Acct. Ref.: 2011-AQ-90000014

Mail Tracking No.: 7010 0290 0000 4251 3893

[EXHIBIT] No. 3

HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC

We urge you to take Notice as to the foregoing authority in proceeding against your firm. Time is of the essences and resolution is imperative or we will have no other choice than to proceed with the appropriate Federal and Local State agencies to enforce its rights under a "bona fide" agreement between the (Borrower) and Agent, Trustee and Attorney-in-Fact. Please govern yourselves accordingly.

PRESENTMENT

Be it known, that the person signing below, a duly empowered Agent and Attorney-in-fact for the Borrowers fiscal responsibilities, a third party and not a party to the matter, at the request of SHELLEY VON BRINKEN, did present on January 4, 2012 by U.S. Mail No. 7010 0290 0002 5531 4874 attached with a request as to an Offer to Compromise and Settlement addressed to:

GMAC MORTGAGE, LLC
GMAC MORTGAGE CORPORATION
1100 VIRGINIA DRIVE
FORT WASHINGTON, PA. 19034

Hereinafter referred to as "Borrower" requesting to offer settlement or in the alternative a reasonable stipulation, the time limit having elapsed for acceptance thereof and providing validation and information, this was refused upon multiple attempts and diligent effort.

PROTEST

Whereupon, the Authorized Agent below, for the purposes and reason of Dishonor and Non-Response does publicly and solemnly certify the dishonor as against all parties it may concern for liability equivalent to the face value of the instrument and the claim of debt, and all costs, damages and interest incurred, or hereafter incurred, by reason of non-performance thereof and stipulate therein.

NOTICE

The undersigned Agent certifies that on the ____ day of _____, 2012, this Notice of Dishonor was sent to the Debt Collector by depositing said document in the United States Mail, Certified Mail No. 7010 0290 0000 4251 4074 with Return Receipt Requested.

TESTIMONY

In testimony of the above, I have hereunto signed my name and attached the Company's official seal of incorporation as a duly authorized representative for Borrower.

Kindly acknowledge receipt on the duplicate copy hereof for our record.

{Seal}

We await your early reply.

By: _____

HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC
AGENT DENNIS HUELBIG
P.O. Box 330-279
Brooklyn, NY 11233
888-254-6987 Office
321-445-5422 Fax
Enclosures:

Cc: HDPC BANK & TRUST CO., 219 Thomas S. Boyland St., Suite 3R, Brooklyn, NY 11233

Acct. Ref.: 2011-AQ-90000014

This paper transmission, along with any attachments, contains information from the HDPC Acquisitions & Settlement Initiative, LLC, which may be confidential or privileged, or protected from disclosure. Recipients should not file copies of this letter with publicly accessible records. The information contained therein is intended solely for the addressee(s). Access to this e-mail by anyone else is unauthorized. If you are not the intended recipient and have received this e-mail in error, please be aware that any disclosure, copying, distribution or use of the contents of this message is prohibited; the sender should be notified immediately, and the original message and all copies should be destroyed. By reading the message and any attachments, the recipient accepts full responsibility for taking protective action against such code. HDPC Acquisitions & Settlement Initiative, LLC is not liable for any loss or damage arising from this message.

HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC

Mail Tracking No.:



7010 0290 0000 4251 4074

April 19, 2012

From: HDPC ACQUISITIONS & SETTLEMENT INITIATIVE, LLC
 P.O. BOX 330-279
 BROOKLYN, NY 11233
 347-413-8193

To: FEDERAL NATIONAL MORTGAGE ASSOCIATION k/n/a (FNMA)
 3900 WISCONSIN AVE
 NW WASHINGTON, DC. 20016

RE: NOTICE OF DISHONOR AND NON-ACCEPTANCE

Sirs,

PLEASE TAKE NOTICE that an International Bill of Exchange for settlement and set-off of a "Note" a valid debt instrument drawn on the U.S. Treasury Account No. [REDACTED] 617 at the Federal Reserve Bank Cleveland Branch on SHELLEY VON BRINCKEN of 14738 WOLF RD. GRASS VALLEY, CA. to pay \$220,000.00 on 4/10/2012, to FEDERAL NATIONAL MORTGAGE ASSOCIATION of 3900 WISCONSIN AVE., NW WASHINGTON, DC. 20016 were presented by SHELLEY VON BRINCKEN who is the present holder of said account at the U.S. Treasury/ Federal Reserve Cleveland Branch to (FNMA) for acceptance of credit issued by the SHELLEY VON BRINCKEN on April 10, 2012. FNMA refused to accept the draft; therefore, the undersigned looks to you for payment, including all interest for non-acceptance of the aforementioned presentment and tender by acquisition by Federal Acquisition Regulation.

The International Bill of Exchange is legal tender as a national bank note, or note of a National Banking Association, by legal and or statutory definition (UCC 4-105; 12 C.F.R. §§ 229.2; 210.2, 12 U.S.C. §1813), issued under Authority of the United States Code 31 U.S.C. §392, 5103, which originally defines this as a statutory legal tender obligation of THE UNITED STATES, and is issued in accordance with 31 U.S.C. 3123 and relevant determinations by the 73rd Congress 1st Session (48 Stat. 113) June 5, 1933 which establishes and provide for its issuance as "Public Policy" in remedy for discharge of equity interest recovery on that portion of the public debt to its Principals, and Sureties bearing Obligations of the UNITED STATES.

The National Debt is defined as "mortgages on the wealth and income of the people of a country" (Encyclopedia Britannica, 1959.) On December 23, 1913, Congress had passed "An Act to provide for the establishment of Federal Reserve banks, to furnish an elastic currency, to afford a means of rediscounting commercial paper, to establish a more effective supervision of the banking in the United States, and for other purposes. The act is commonly known as "The Federal Reserve Act" the purposes of enactment was to authorize "hypothecation" of obligations including "United States bonds or other securities which Federal Reserve Banks are authorized to hold" under Section 14(a): 12 U.S.C.; Ch.6, 38 Stat. 251 Sect. 14(a) which proves that pledging of negotiable instruments to collateralize a brokers margin loan is known as re-hypothecation; ultimately the hypothecation theory consequently creates and equitable risk to the actual owner mentioned herein.

As it appears, Agent for the Borrowers states herein (Lender/Service) has wantonly has refused to accept (Client) offer as legal tender and has willfully refused and continues to refuse to honor the remedy available under Public Law and clearly found upon the following provisions and amendments; 12 U.S.C. 411; 18 U.S.C. 8; 12 U.S.C. Ch. 6, 38 Stat 251 Sec.14(a); 31 U.S.C. 5118, 3123 with rights protected under the 14th Amendment of the United States Constitution, by the U.S. Supreme Court in The United States v. Russell, (13 Wall, 623, 627) Pearlman v. Reliance Ins. Co., 371 U.S. 132, 136, 137 (1962), The United States v. Hooe, 3 Cranch (U.S.) 73 (1805), and in conformity with the U.S. Supreme Court 79 U.S. 287 (1970), 172 U.S. 48 (1898), and as confirmed at 307 U.S. 247 (1939).

[EXHIBIT] No. 4

PITE DUNCAN LLP

Steven W. Pite *CANYWA*
John D. Duncan *CATXWA*
Peter J. Salmon
CALIDUTWA
David E. McAllister
AZCANHICORUTWA
Laurel I. Handley
AZCAIDNV

Rochelle L. Stanford
AZCAORWA
Josephine E. Salmon
AKAZCANY
Eddie R. Jimenez *CANYTX*
Susan L. Petit *AKCAWA*
Cuang M. Nguyen *CANY*
Casper J. Rankin *CAOR*
Charles A. Corrales *CA*
Brian A. Paine *AZCATXVA*
Christopher McDermott *CA*
Elissa A. Benbow *CA*
Drew A. Callahan *CA*
Natalie T. Nguyen *CA*
Gerald M. Anderson *CA*
Ellen Cha *CANY*
Eryn L. Laney *CA*
William L. Pennington *CA*
Christopher L. Peterson *CA*
Jason W. Short *CA*
Jason L. Elaser *CA*
Joseph C. Delmotte *CA*
Gabriel Ouel *CANYTX*
Ralphred L. Tibbitts *CA*
Catherine I. Van *CA*
Gregg A. Hixley *NY*
Ace C. Van Patten *IDNV*
Benn Bennett *CANY*
Christopher A. J. Swift *CAAT*
Cherie A. Black *CAITZ*
Spencer Macdonald *IT*
Jesse Baker *ORITWA*
Carrie Thompson Jones *AZ*
Chad L. Butler *CA*
Gilbert R. Yabes *CA*
Matthew M. McCarthy *NY*
Matthew R. Clark *ILCA*
Arnold L. Grant *CAWY*
Philip J. Giles *CA*
Parada Kovadi *CA*
Renee Belcastro *CA*
Cynthia G. Valdeswaran *CA*
Jared D. Bissell *CA*
Todd S. Garza *CA*
Cara C. Christensen *WA*
Michael J. Krabenhohl *CA*
Grant M. Tabor *TX*
Brandon M. Lave *CA*
K. Alejandra Cardo *NY*
Christian Fenton *CANY*
Justin S. Moyer *CA*
Paul A. Hoelzer *TX*
Crystal M. Jakes *NY*
Hansler B. Zook *OR*
Tracy J. Frazer *ORWA*
Elija S. Magnusson *CMTD*
Eric L. Cook *AZ*
Eric Tami *CA*
Michael Baker *CA*
Julia A. Baker *WA*
Rachael M. Kim *WA*
Jamin S. Neil *AZ*
Bryan S. Fairman *CA*
Evan M. Daulty *CA*
Robert J. Campo, Jr. *AZCA*
Ryan A. Farmer *OR*
Negan Lees *CA*
Olya S. Pacheco *TX*
Mark C. Torabi *TX*
Lloyd Workman *CA*
Jordan R. Ferguson *CA*
Irma C. Ribeiro *CA*
Greg Campbell *CA*
Elizabeth C. Thompson *CA*
Stephen T. Kitagawa *CA*
Kimberley V. Dade *CA*
Hane E. Bond *CA*
Brad S. Behrens *CA*

David B. Rosen *IL*
Of Counsel

Mailing - Bankruptcy
4375 Jutland Drive, Suite 200
P.O. Box 17933
San Diego, CA 92177-0933
Mailing - Unlawful Detainer
4375 Jutland Drive, Suite 200
P.O. Box 17934
San Diego, CA 92177-0934
Overnight
4375 Jutland Drive, Suite 200
San Diego, CA 92117
Ph.: (858) 750-7600
Fax: (619) 590-1385

April 10, 2012

Re: Fannie Mae vs. Shelley Von Brincken
Case No.: C10 229
Loan No.: 9182
Property: 14738 Wolf Rd., Grass Valley, CA 95949
Our File No.: 000723-006286

Dear: Shelley Von Brincken,

This letter is in response to your recent inquiry regarding the possible repurchase of the above referenced property from our client, Fannie Mae. This letter outlines the procedures and requirements necessary to complete a repurchase of the above property. Please note that this letter does not constitute a waiver of any rights Fannie Mae may have against you or the property, nor does this letter guarantee that you will be approved for a repurchase.

If you are unable to meet each requirement listed below, you will be unable to repurchase this property and should not continue your attempt to do so. Failure to conform to each of the terms listed below will result in the immediate rejection of any proposal to repurchase the above property.

The first step in the payoff process is for you to provide written proof of an ability to complete the repurchase of this property based on the estimated repurchase amount shown at the end of this letter. This written proof must be in the form of a "pre-qualification" letter or loan commitment from a recognized lending institution. If this will be a cash transaction, then some type of verification of funds totaling the estimated repurchase amount must be provided. This documentation must be delivered within five (5) days of the date of this letter or your request to repurchase the property will be denied. After receipt of acceptable documentation, Fannie Mae will review the case to determine, at its sole discretion, if a repurchase of this property is acceptable.

If a repurchase is approved by Fannie Mae, the second step is to provide a 10% NON-REFUNDABLE deposit in certified funds to Pite Duncan, LLP, counsel to Fannie Mae in the above referenced action. The 10% non-refundable deposit must be delivered to Pite Duncan, LLP, to the attention of the undersigned, within five (5) days of their request. This deposit will be applied to the repurchase amount if the transaction is completed. If you are unable to complete the repurchase within thirty (30) days from the date of the official repurchase quote, the deposit will not be returned under any circumstance and an eviction will be completed as soon as possible.

After the 10% non-refundable deposit is delivered to Pite Duncan, LLP, an official repurchase quote will be prepared and forwarded to your attention. This quote will provide the total amount necessary to repurchase the property. Payment in certified funds must be delivered to the eviction law firm, to the attention of the undersigned, within thirty (30) days from the issuance date of the official repurchase quote. Complete repurchase proceeds must be paid in certified funds and are to be made payable to Pite Duncan, LLP. Any extensions on this time frame will be at the discretion of Fannie Mae.

Failure to sign and return this agreement to the Pite Duncan, LLP, to the attention of the undersigned attorney, within five (5) days after receipt will result in the denial of your repurchase request.

Attorneys licensed to practice in Alaska, Arizona, California, Hawaii
Idaho, Nevada, New York, Oregon, Texas, Utah and Washington
See above or visit www.piteduncan.com re individual attorney admissions.

April 10, 2012
Page 2

If all conditions are timely met and the remaining repurchase amount due is delivered to the undersigned attorney in certified funds within the required time frame, a Quitclaim Deed, and only a Quitclaim Deed, will be prepared and forwarded to Fannie Mae for signature. If you are obtaining any type of financing as part of this buyback agreement, inform your lender up front that Fannie Mae will execute this Quitclaim Deed, transferring its interest in the property back to the former mortgagor, without warranties of any kind. At no time will Fannie Mae agree to any escrow agreement or sales contract regarding the repurchase of the property, and no other documents will be signed or provided by Fannie Mae. If you submit the required 10% non-refundable deposit but cannot obtain financing based on these terms, you will not be able to repurchase the property and your deposit will not be refunded.

The figures quoted do not include the amounts due on any junior liens on your property which may have been extinguished by the foreclosure. The amount owed on any such liens may be due and payable in addition to the amount shown below. You should consult your attorney to determine your liability as to any such debts. The official payoff quote is non-negotiable and is only valid for as long as the given time frame to complete the payoff. Any extensions after that date are at the sole discretion of Fannie Mae.

Do not contact Fannie Mae directly regarding the repurchase of this property. Fannie Mae is represented by Legal Counsel in this matter; any correspondence or communication should be directed to the undersigned.

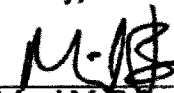
Estimated Repurchase Amount: \$ 254,338.21
(Including 10% non-refundable deposit amount)

10% non-refundable deposit amount: \$ 25,433.82

Written proof of your ability to complete a payoff on the estimated amount above is due to the undersigned attorney within five (5) days from the date of this letter. If you fail to show such proof within the said five (5) days, your request to repurchase the property will be denied.

The above Estimated Repurchase Amount is an estimated amount. This figure may not include all fees and costs, or other charges, associated with this loan. The exact payoff may be higher than the figure shown. Do not assume that the amount you will have to borrow will be the exact amount shown above. Fannie Mae is not responsible for scheduling a closing date for the proposed repurchase of the property and for paying the closing costs, both of which will be your responsibility.

Sincerely,



Michael M. Baker
Pite Duncan, LLP

[EXHIBIT] No. 5

PRIVATE INTERNATIONAL BILL OF EXCHANGE

G-8 © LawForms T137.

EFFECTIVE DATE 4/10/2012	COUNTY & STATE OF TRANSACTION NEVADA, CALIFORNIA
PARTY OF THE FIRST PART SHELLEY VON BRINCKEN 14738 WOLF RD GRASS VALLEY, CA. 95949	PARTY OF THE SECOND PART FEDERAL NATIONAL MORTGAGE ASSOCIATION 3900 WISCONSIN AVENUE NW WASHINGTON, DC, 20016

This contract is dated this 11 day of April, 2012, and is between, SHELLEY C VON BRINCKEN, hereafter known as "Party of the First Part", and FEDERAL NATIONAL MORTGAGE ASSOCIATION, 3900 WISCONSIN AVENUE, NW WASHINGTON, DC 20016 hereafter known as "Party of the Second Part".

The Parties named herein reserve all rights to the Course of Common Law, without prejudice, and come together, this date, in this two party contractual relationship to transfer complete, absolute ownership and control, in allodium, over the following described property.

Property Description

First Party secures payment acquired from said US Treasury Bond # [REDACTED] 5617 account known and identified actually as Routing No. 0041000014 (Cleveland), Account No. [REDACTED] 5617; acquired and derived from Social Security Number [REDACTED] 3837 and all assets withheld on behalf of the borrower SHELLEY VON BRINCKEN. First Party tenders payment as a basis reduction under Internal Revenue Code relevant §§108(b)(5); 1017; 1221; 1273-1275(a)(1); 1082(a)(2); 1081(b) Treasury Regulation 1.1017-1T and residual credits to satisfy and cancel the obligation described herein by way of administrative sett-off. Payment satisfies all claims Second Party may have to the following property:

- | | |
|------------------------------------|-------------------|
| 1. (Legal Descriptions); | 5) MONEY ORDER |
| 2. Letter of Credit; | 6) IRS FORM 1099A |
| 3. Attached Promissory Note; | 7) IRS FORM 1040V |
| 4. Original Issue Discount Credit; | 8) IRS FORM 56 |

The Party of the First Part warrants that they have full and absolute ownership rights, and right of control of the of said described property and that the property is free of liens and encumbrances by this unconditional Property Bill of Exchange-Contract and Agreement.

The Party of the Second Part agrees and offers to release the aforementioned property upon satisfaction by payment of enclosed Money Order, 1099A, Form 56 Appointment of Fiduciary; Form 1040V; Enclosed Cover Letter to the Department of Treasury and abovementioned collateral and whereby releases all Beneficial Interests, of undetermined value, in exchange for the acquisition of all absolute release and control at-law, of the above, described property, with the condition that it is free from liens and encumbrances by consent under Internal Revenue Code §1082(a)(2) and 1081(b).

The Party of the First Part accepts for value the tender offer at-law of the above trade on Party of the Second Parts condition, warranting that the liens and or encumbrances have been extinguished on completion of this transaction provided to the Party of the Second Part by the Party of the First Part.

The Party of the First Part now delivers, by this instrument have legally tendered payment by Money Order, to the above described Party of the Second Part, and the Party of the Second Part acknowledges receipt of tender by Party of the First Part on behalf of the Borrower herein, in addition releases all units of beneficial interest of undetermined value in exchange from the Party of the First Part for the absolute ownership and control at-law, of the above described property.

This Bill of Exchange/Contract and Agreement serves as a public notice to all, that the Parties named herein are functioning by the Course of Common Law by exercising full and complete rights of absolute ownership and control over property exchanged. All rights are reserved to the Course of Common Law, none are waived without prejudice.

- 1. CONVEYANCE.** For valuable consideration, receipt of which is acknowledged by Seller, Seller sells and conveys to Buyer the Property Sold, to have and to hold the Property sold to Buyer and the heirs, executors, administrators and assigns of Buyer forever, and Seller and the heirs, executors, administrators and assigns of Seller warrant to defend the sale of the Property Sold

PRIVATE INTERNATIONAL BILL OF EXCHANGE

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unto Buyer and the heirs, executors, administrators and assigns of Buyer, against all and every person whomsoever lawfully claiming or to claim.

2. **WARRANTY BY SELLER.** Seller warrants that (1) Seller has title to the Property Sold, or has the right to possess and convey title, (2) the Property Sold is free of all liens, and (3) has no defects and is in good workable, usable condition except:
3. **INSURANCE AND RISK OF LOSS.** As soon as Seller conveys possession to Buyer by delivery, freight, or mail, the risk of loss and duty for insurance protection shall pass to Buyer. Until that time Seller shall assume risk of loss and maintain fire, theft, and casualty insurance on the Property Sold.

Acknowledgements: Both parties agree and accept the terms and conditions.

Signed this 10 day of APRIL, 2012

Signed this ____ day of _____, 2012

(First)

(Second)

All rights Reserved to the course of
Common Law, Without Prejudice.

All rights Reserved to the course of
Common Law, Without Prejudice.

SHELLEY VON BRINCKEN

By: FEDERAL NATIONAL MORTGAGE ASSOCIATION
Officer

State of California
Country of United States of America

State of _____
Country of United States of America

Then personally appeared before me
On this 10 day of April, 2012,
SHELLEY VON BRINCKEN Borrower,
Known to be the person who acknowledged
The foregoing document as a free acts
and deed.

Then personally appeared before me
On this ____ day of _____, 2012,
FEDERAL NATIONAL MORTGAGE ASSOCIATION, as Lender,
Known to be the person who acknowledged
The foregoing document as a free acts and deed.

[Signature]
Notary Public Commission Expires

Notary Public Commission Expires